REAL ESTATE DEED OF TRUST — MISSISSIPPI 30,1993 19,720.98 40893-0 (Beneficiary) (GRANTORS) **648** PAGE BOOK Lorenzo Echols & Ruthie Lee Echols COMMERCIAL CREDIT CORPORATION 2864 College Street 4466 Elvis Presley Blvd Hernando Mississippi 38632 Memphis Tennessee 38116 THIS DEED OF TRUST, made the date indicated immediately above the signature lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 8 hereof; witnesseth: 1. Lorenzo & Ruthie Lee Echols ("Borrowers") are indebted to Commercial Credit Corporation, herein called "Beneficiary", in the principal amount shown above, together with interest and charges thereon, under a Note of even date payable in installments as specified therein and secured by this Deed of Trust. If in this Deed of Trust the Grantor(s) is or includes persons other than Borrower, then Borrower only is primarily liable for payment of the promissory Note and Grantor is liable and bound by all other terms, conditions, covenants and agreements contained in this Deed of Trust, including but not limited to the right of and power of trustee to foreclose on this mortgage in the event of default by Borrower in payment of the Note. 2. For the purpose of securing repayment of said loan and interest thereon in accordance with terms of said Note. Grantors do hereby convey and warrant unto Trustee the real-property (herein called "Realty") described in Paragraph 9 below. 3. This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Beneficiary herein, or any owner or holder of the Note or notes secured hereby, in the payment of premiums for insurance or in the payment of taxes or Realty, or in the payment of attorney's fees and/or other items expended hereby and the payment of attorney's fees and/or other items expended hereby and the payment of attorney's fees and/or other items expended hereby and the payment of attorney's fees and/or other items expended hereby and the payment of attorney's fees and/or other items expended hereby and the payment of attorney's fees and/or other items expended hereby and the payment of attorney's fees and/or other items expended hereby and the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items expended to the payment of attorney's fees and/or other items of attorney's fees and protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest and charges due thereon at the rate specified in said Note, then in that event this conveyance shall be null and void, and Beneficiary shall cancel the Deed of Trust of record at the expense of Grantors, or such of Grantors as are obligated on said Note, otherwise the Deed of Trust is to remain in full force and effect. 4. Grantors represent and warrant that they are the sole owners of such Realty, that they own it in fee simple and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 9 below. Grantors, or such of Grantors as are obligated on said Note, agree: (i) to pay promptly said debt, as provided herein and in Grantors' Note and (ii) to pay all taxes and assessments upon said Realty and/or this Deed of Trust. In addition, Grantors agree to keep said Realty free from encumbrances and in good repair. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Beneficiary may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable when depend from Grantors are may be retained from the precede of the sole of any large and repair. upon demand from Grantors or may be retained from the proceeds of the sale of said Realty. 5. Grantors will at all times during the continuance of this Deed of Trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage, and other hazards in such reliable insurance company, or companies, as may be acceptable to Beneficiary or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 9 below, for the maximum amount of insurance obtainable or in such amount as may be approved by Beneficiary, and all policies covering the same shall contain a standard mortgagee clause acceptable to Beneficiary, making all losses, if any, payable to Beneficiary, its successors or essigns, as its interest shall appear. If Grantors default in obtaining the aforesaid insurance the Beneficiary or the owner or helder of said secured Note, may progress said insurance and any and all sums paid in progress said insurance and any and all sums paid in progress said insurance and any and all sums paid in progress said insurance. insurance, the Beneficiary or the owner or holder of said secured Note, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. If any insurance coverage is obtained through Beneficiary upon default. Grantors hereby give to Lender a power of attorney to cancel part or all of that insurance and to apply any returned premiums to Borrower's unpaid balance. 6. If all or any part of the Realty or an interest therein is sold or transferred, including through sale by installment contract, without Beneficiary's prior written consent, Trustee can, at Beneficiary's option, declare the entire principal amount and accrued interest due and payable at once; provided, however, that if Grantors now occupy or will occupy the property, certain sales and transfers, as outlined by The Federal Home Loan Bank Board at 12 C.F.R. Section 591.5, as amended, do not require Beneficiary's prior written consent. 7. If default should be made in the prompt payment of any installment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof, or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, then, the whole amount remaining unpaid on said Note shall, at the option of the Beneficiary, become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirements of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing the Deed of Trust shall be first paid (including trustee's fee and/or attorney's fee), next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors. 8. The Trustee of this Deed of Trust is ____A. W. Donegan___ . whose residence is 2400 Middle Coff Gulfgort County, Mississippi, Beneficiary is empowered hereby to appoint a substitute and/or successor trustee from time to time. Description of Realty conveyed hereby: The lands and property situated in the county of _DeSotoSTATE MS -DESOTO CO. and State of Mississippi, described as FILED STATE MS.-DESOTO CO. WO FILED Jul 2 129 PM 197 SEE EXHIBIT "A" SHEET HI THEOURDED IN DOOR. 8 2 42 PM 193 on D.C None Liens or Encumbrances against Realty (if none, insert "None") 10. The waiver of indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall insure to the benefit and be binding upon Grantors and Beneficiary and their respective heirs, personal representatives, successors, and assigns. 30th <u>June _{, 19} 93</u> EN WITNESS WHEREOF Grantors have hereunto set their hands and seals, this delivered in the presence of (Witness) (SEAL)

(SEAL)

(Witness)

CANCELLED BY AUTHORITY, RECORDED IN BOOK

CABS 2420 Comped in PAGE 8:85

THIS DAY OF OUT 19 90.

CHANCERY CLERK

TO SHOULD BY AUTHORITY, RECORDED IN BOOK

CABS 2420 Cover for Acknowledgement)

ORIGINAL — FOR RECORDING DUPLICATE — OFFICE FILE

TRIFLICATE — CUSTOMER

ACKNOWLEDGEMENT

COUNTY OFDeSoto	
	said County and State, the within named <u>Lorenzo Echols</u>
nd wife, Ruthie Lee Echols instrument on the day and year therein mentioned.	, who acknowledge thattheirsigned and delivered the foregoing
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this,	the 30 day of June 19 93
My Commission Expires: 4-3-94	N: cky

7-6-93 100pd, Commercial CIZEDIT 4466 Elvis PRESLEY #114 MPHS TN 38116

STATE OF MISSISSIPPI

Trustees for Commercial Credit Corporation
(Beneficiary)
Received for record thisday
of
atM
Recorded in
No Page
, Clerk
By, Deputy

EED OF TRUS

LEGAL DESCRIPTION : EXHIBIT "A"

The lot or parcel of land with all all improvements thereon lying and being situated in Section 13, Township 3, Range 8 West, DeSoto County, Mississippi: Beginning at the Northwest corner of the West Half of Lot 437, Town of Hernando, Mississippi, as shown by the official map of said town as recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi: running thence East 120 feet along the North line of said Lot 437 to a stake; thence South 75 feet to a stake; thence West 120 feet to the West boundary of said 437; thence North along said West boundary line 75 feet to the point of beginning.

This being the same property conveyed to Lorenzo Echols and wife, Ruthie Lee Echols, as tenants by the entirety with the right of survivorship and not as tenants in common, from Willie Mae Wilborn Truddle, W.C. Wilborn, Annie Ruth Wilborn Sipp, J.D. Wilborn, Mary Wilborn Logan, Elsie Wilborn Toliver, Berstine Wilborn Godwin, Kenny Wilborn and Alton Wilborn, by deed dated December 4, 1978, recorded December 4, 1978, in Book 136, Page 759 in the Chancery Clerk's Office of DeSoto County, Tennessee.

Parcel No: 3086-1300.3-00076.00

Property also known as: 2864 College, Hernando, Mississippi.

CUSTOMERS SIGNATURE

CHCTOMERS CLCNATURE
